

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSAL SPECIFICATION NO. 03-039

The City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

4TH OF JULY FIREWORKS DISPLAY

MEETING OR EXCEEDING THE CITY OF LINCOLN'S SPECIFICATIONS

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **February 12, 2003** in the office of the Purchasing Agent, 440 South 8th St., Suite. 200, Southwest Wing, Lincoln, Nebraska 68508. The names of the firms submitting proposals will be read in the conference room.

Respondents should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work will be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
 - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.

- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. EVALUATION AND AWARD

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
 - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

10. INDEMNIFICATION

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. LAWS

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. AWARD

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
 - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
 - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

**CITY OF LINCOLN
SPECIFICATIONS
FOR
FIREWORKS DISPLAY**

1. INTENT

- 1.1 The City of Lincoln and a co-sponsor to be named later are co-sponsoring a year 2003, 4th of July celebration.
 - 1.1.1 As a normal part of this celebration, we have a fireworks display to crown the holiday festivities.
 - 1.1.2 The intent is to enter into a one year contract with the option to renew for two additional one year periods.
- 1.2 The co-sponsors are accepting proposals for this year's fireworks and invite your firm to submit a proposal.
- 1.3 We are seeking a **HIGH** quality show with every safety precaution to be taken.
- 1.4 Vendors must submit with their proposals a listing of the number of shells, whether it is imported or American, the size of shells and a brief description of each shell.
- 1.5 The 2003 budgeted expenditure for this display is \$27,000.00.
 - 1.5.1 This figure includes all costs, insurance, security, travel expenses, and all essentials for putting on the display, unless agreed otherwise prior to signing the contract.
- 1.6 It will be the responsibility of the contractor to work with the Mayor's Office, Parks and Recreation Department, State Fire Marshall and other Departments necessary to develop a **UNIQUE** and safe show.
- 1.7 Vendor must keep in mind they are to supply the insurance as specified by these specifications.

2. WEATHER CONDITIONS

- 2.1 Fireworks shall be furnished and shot on the specified day, provided the weather permits a safe display, it being mutually understood and agreed that should inclement weather prevent the giving of said display on said date. The rain-out date will be July 5, 2003.
- 2.2 It is agreed and understood by the City, another co-sponsor and the contractor in the event the fireworks have been taken out and set up before inclement weather prevailing, then such display must be carried out in the best possible manner without any deduction from the hereinafter named compensation, except as provided in 2.4.
- 2.3 Should Section 2.2 occur, the contractor shall meet with all parties in charge of the display to discuss all avenues toward putting on a safe show.
- 2.4 It is agreed and understood by the City, another co-sponsor and the contractor, any unused shells shall be deducted from this contract at the rates specified in the proposal.

3. TRAINED PERSONNEL

- 3.1 The person responsible for negotiating the contract must be present at the show to act as a coordinator and contact person, unless a substitute is approved by the co-sponsors in writing prior to signing of the contract.
- 3.2 The contractor shall furnish the name of the licensed pyrotechnicians to serve as agents in presenting the fireworks display and acting under the instructions of the Chief Pyrotec, in the proposal.
- 3.3 The Chief Pyrotec will follow all requirements of this proposal and all State and Federal laws, including NFPA 1123 & 1124 (1990) and all those pertaining to explosives and firework displays.

4. LOCATION OF DISPLAY

- 4.1 The City and the co-sponsor shall furnish a suitable place to display the fireworks.
- 4.2 The location to be used is located at Oak Lake.
- 4.3 The contractor shall access the park where minimal contact with the public will be encountered.
- 4.4 Contractor must provide 24 hour notice when coming to town.
 - 4.4.1 Upon arrival, contractor must call appropriate personnel.

5. SAFETY AND SECURITY

- 5.1 Primary responsibility for security of the shoot area shall be upon the pyrotec and the contractor.
- 5.2 The contractor will meet with the Project Coordinator and other necessary individuals to set up exact details for guards and other security measures, including perimeter security, posted guards and other measures as agreed in the contract.
- 5.3 The City shall mandate minimum security provisions to prohibit unauthorized access to display or shoot areas.
- 5.4 Prior to, during and after the display the Chief Pyrotec shall have the responsibility for keeping **ALL** persons and vehicles (**except actual workers**) out of the danger area and behind all safety lines. **There will be no other exceptions.**
- 5.5 Should any condition arise which is considered unsafe by any part, then all shall meet to resolve the problem.
- 5.6 All Federal, State and City laws pertaining to fireworks displays shall be followed including NFPA 1123-1124 (1990) and all those pertaining to explosives and firework displays.

6. INSURANCE

- 6.1 The successful respondent shall provide the insurance as prescribed in these specifications.
- 6.2 In addition to these specifications, the contractor shall carry such insurance as will protect him, the City, and a co-sponsor from claims under Worker's Compensation Acts and other Employee Benefit Acts for all his employees employed at the site of the display.
- 6.3 The contractor shall indemnify and otherwise keep and save harmless the City and the co-sponsor, its agents, officials and employees, against all injuries, deaths, loss and damage which may in any way accrue related to operations performed under this contract.
- 6.4 The above notwithstanding such insurance coverage unless noted otherwise in the contract, shall be:
 - 6.4.1 One (1) million dollar coverage on bodily injury and property damage per individual and five (5) million aggregate.
 - 6.4.2 A no deductible clause.
 - 6.4.3 City and a co-sponsor must be shown as named additional insured.
 - 6.4.4 Worker's Compensation on all vendor employees assigned to deliver, fire, and exhibit the display.

7. CONTRACTOR REQUIREMENT

- 7.1 The successful respondent will be responsible for all transportation of fireworks to the site where display is to take place.
 - 7.1.1 The show will be set-up one day prior to the shoot except for loading of shells.
 - 7.1.2 Set-up will be coordinated with the appropriate officials.
- 7.2 Contractor shall be responsible for the off loading and safety of all fireworks.
- 7.3 The contractor will be required to furnish all equipment necessary to effectively and safely display the fireworks.
- 7.4 The contractor will be responsible for the search and removal of unexploded fireworks remaining at the discharge site, potential landing areas and other areas adjacent to the site.
 - 7.4.1 An initial search right after the shoot.
 - 7.4.2 A full search at daybreak on the morning after the shoot.
- 7.5 The contractor shall strictly comply with any clean-up activities undertaken by or on behalf of the co-sponsors shall not relieve or minimize the contractor's obligation to search for and remove unexploded shells.
- 7.6 All Pyrotecs shall be at least 21 years old and assistants shall be at least 18 years old.

8. PERFORMANCE BOND

- 8.1 The successful respondent shall furnish, within fourteen (14) calendar days after notification of award a performance bond in the amount equal to one hundred percent (100%) of the contracted amount.

9. PERMITS

- 9.1 The contractor shall obtain all permits, licenses, necessary to execute this fireworks display.

10. GENERAL IDEA OF HOW THE FIREWORKS IS TO BE DISPLAYED

- 10.1 The show will be electronically fired and choreographed to music at 10:00 p.m. or as directed by the events co-ordinator.
- 10.2 Music will be produced by local radio station, with input/assistance of the exhibitor.
- 10.3 The opening shall attract attention to the area.
- 10.4 The main show shall start; at this point the show shall be layered -- that is, shells should be sent to different heights so that smoke will dissipate and not obscure the view.
- 10.5 The show must last between 20-23 minutes, including the finale.
- 10.6 The shells shall be a mixed variety from different countries such as Taiwan, Japan, China, Mexico, U.S., etc.
- 10.7 The display shall be continuous with no large (10 seconds or longer) gap in presentation.
- 10.8 The majority of the shells shall be in the 3" to 8" range (including candles/fountains).
- 10.9 Maximum size of the shells shall not be greater than the law allows.
- 10.10 Total minimum number of shells shall be 1400 for the general show and 2800 for the finale.
- 10.11 Ground effect displays and low level shells (along the lake) shall also be included.
- 10.12 Respondent shall explain size and types of shell used.
- 10.13 One ground display at the end of the show shall thank the major sponsors.

11. AWARD CRITERIA

- 11.1 In making the award, the City and the co-sponsor will evaluate the proposals received, considering such feature as listed below, as well as other factors which may be considered pertinent:
- 11.1.1 The quality of the show proposed.
- 11.1.2 The City's past experience.
- 11.1.3 Contractors knowledge of fireworks and references.
- 11.1.4 Number of shells to be used in the main show and the finale.
- 11.1.5 Sizes of shells to be used in the main show and the finale.
- 11.1.6 Type of shells.
- 11.1.7 Uniqueness of shells

12. OTHER REQUIREMENTS TO BE SUPPLIED WITH THE PROPOSAL

- 12.1 Proof of B.A.T.F. license and proof that the company is in compliance with all local, state and federal regulations concerning the purchase, storage and distribution of Class B fireworks.
- 12.2 List of shells proposed to be used in this display to include: size, the display produced by each shell and the estimated cost of each shell.
- 12.3 Proof the company has extensive experience in the area of radio-simulcasting to fireworks show of this size.
- 12.4 Five (5) letters of reference from customers, radio stations, television stations, or newspaper articles representing the contractor's professionalism, safe and cautious firing of an entertaining fireworks display.
- 12.4.1 References shall be from the last three (3) years.

13. PROPOSAL

- 13.1 Complete price for the show which includes a proposed legal contract stating the following:
- 13.1.1 Security provisions
- 13.1.2 Number of shells
- 13.1.3 Reimbursement for shells that did not explode
- 13.1.4 Payment schedule
- 13.1.5 Rain-out schedule

- 13.1.6 Responsibility of both the seller and purchaser
- 13.1.7 Specific responsibility concerning set-up, tear-down, post-show inspection, shooting decisions, time of shoot, provisions of music tracks and sound system.
- 13.1.8 Insurance.

14. ALTERNATE PROPOSALS

- 14.1 The co-sponsors may provide personnel and equipment to help secure the area, if there is some form of benefit to do so.
- 14.2 Depending upon reduction of cost or increase in display the co-sponsor may want to provide the following:
 - 14.2.1 Perimeter guards (Parks and Recreation and off-duty police)
 - 14.2.2 Off-duty police security of display site.
 - 14.2.3 Off-duty police security of explosives until under supervision of Pyrotec.
 - 14.2.4 Secured area for storage of display the night before.

<u>DEDUCT</u>	<u>ADD # OF SHELLS</u>
OPTIONAL FIGURES PER ABOVE:	

14.2.1	- _____	+ _____
14.2.2	- _____	+ _____
14.2.3	- _____	+ _____
14.2.4	- _____	+ _____

- 14.3 The sponsor may desire to provide some services required by the contractor.
 - 14.3.1 Should there be additional items which the Pyrotec feels the co-sponsor can provide, which will either reduce the cost or add shells to the show, the Pyrotec shall explain said requirements and the plus or minuses involved.

**PROPOSAL
SPECIFICATION NO. 03-039**

BID OPENING TIME: 12:00 NOON

DATE: February 12, 2003

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Request for Proposals, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**THE REQUIREMENTS FOR:
4TH OF JULY FIREWORKS DISPLAY**

<u>Item</u>	<u>Description</u>	<u>Fees</u>
1.	Supply and Fire the July 4th Fireworks	\$ _____
2.	Alternate Proposal Per Section 14.1	_____
3.	Alternate Insurance Levels:	
	Two Million	_____
	Three Million	_____
	Five Million	_____

SECURITY REQUIRED:

Yes ____ Amount: _____

No XXX

The undersigned signatory for the firm represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

=====

NOTE:

**RETURN 4 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 03-039**

=====

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

TERMS OF PAYMENT